

TERMS AND CONDITIONS

1. Nature of Account. Florida International University (“FIU”) and the FIU One Card Office agrees to accept and to hold for the benefit of the cardholder, and exclusively for the purposes described herein, funds prepaid by the cardholder into to a debit plan maintained by FIU One Card Office and referred to herein as a “FIU One Card Debit Account”, d.b.a “FIU Cash Account”. Funds prepaid by the cardholder to a FIU One Card Debit Account shall be applied to charges for goods and services made by the cardholder through the use of the FIU One Card Debit Account. The cardholder understands and agrees that a FIU One Card Debit Account is *not* a credit card account, and that under no circumstances may debits or charges to the account result in a balance below zero. An FIU One Card Debit Account may not be used to obtain cash or cash advances under any circumstances. The FIU One Card Debit Account is different than the linked Wells Fargo accounts that are available to cardholders on the FIU One Card.
2. Establishing a FIU One Card Debit Account. FIU One Card Debit Account will be established by the FIU One Card Office for all cardholders at the time the FIU One Card is issued.
3. Deposits into FIU One Card Debit Account. Deposits may be made to FIU One Card Debit Accounts during normal business hours, in any amount equal or greater than \$1.00, at the FIU One Card Office. Deposits may be made to FIU One Card Debit Accounts at any time, in any amount equal or greater than \$1.00, at any Value Port Station on FIU campuses. Deposits may be made to FIU One Card Debit Accounts, in any amount equal or greater than \$20.00, online at shop.fiu.edu/onecard. Funds are available in accordance with the FIU One Card Office’s policy regarding availability of deposited funds.
4. Dormant Accounts. Any FIU One Card Debit Account belonging to a currently enrolled student at FIU will be classified as “dormant” upon the student’s graduation, withdrawal or expulsion from FIU. FIU One Card Accounts will be reviewed and classified as dormant, if applicable, within 30 days of the last day of each semester. Any FIU One Card Debit Account belonging to a currently enrolled FIU student without transactions or deposits for three (3) or more consecutive terms, excluding military withdrawals, will be classified as a dormant account. The three semesters will be calculated as 360 days of no activity as of the end of each semester (fall, spring and summer). Any FIU One Card Debit Account belonging to an FIU employee or affiliate of FIU will be classified as dormant upon that employee’s or affiliate’s separation from the University. Other FIU One Card Debit Accounts may be classified on a case-by-case basis if not addressed in these terms and conditions. The FIU One Card Office will deactivate dormant accounts to prevent unauthorized use. Any funds classified as dormant will first be set-off against any undisputed delinquent debts owed to the University. The Cardholder will then be notified in writing that their account has been classified as dormant by the FIU Alumni Association and be given the option to (1) donate their FIU One Card account balance to the FIU Alumni Association, or (2) to receive a refund of their account balance. The FIU One Card Office will disburse the funds to Cardholders by way of Student Financials where the refund may be sent via direct deposit (if banking information is on file) or paper checks. If no response is received from the Cardholder within 45 days of the date of the University’s notice, the funds will be classified as “unclaimed property”. The remaining balance will escheat to the State of Florida as per Chapter 717, Florida Statutes (The Florida Disposition of Unclaimed Property Act). The FIU One Card Office will charge a \$2.50 fee for processing the funds, which will be deducted from the Cardholder’s account balance. The FIU One Card Office will close the account and remit the unclaimed property to the Office of the Controller who then files the required unclaimed property reports with the State of Florida per procedures outlined in the Florida Unclaimed Property Reporting Instructions Manual, Rule 69I-20.041, F.A.C.
5. Locations. The cardholder may use their FIU One Card Debit Account to purchase goods and services at FIU, wherever payment through use of the FIU One Card Debit Account is accepted.
6. No Interest on FIU One Card Debit Account Funds. The cardholder understands and agrees that the FIU One Card Debit Account is a non-interest bearing account, and no interest or other earnings will be earned on funds deposited into or held in the FIU One Card Debit Account.
7. Account Activity and Statements. FIU One Card Debit Account and transaction history is available for all cardholders through shop.fiu.edu/onecard. The FIU One Card Office will not issue paper statements to any cardholder.
8. Account Information Access. Due to the Buckley Amendment and other laws relating to the rights to privacy, account information may only be released to the cardholder unless specific access is granted by cardholder, in writing.

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9. Use of FIU One Card Debit Accounts. The cardholder must present his/her official FIU One Card at the time of transaction in order to use his/her FIU One Card Debit Account. The FIU One Card Debit Account is non-transferable and, except as provided below, the cardholder is responsible for purchases made and debited to the cardholder's FIU One Card Debit Account. In order to prevent unauthorized use of the FIU One Card Debit Account, additional identification may be required from any person attempting to access the cardholder's account. There is no daily limit on the number of purchases that may be made and debited to the FIU One Card Debit Account, provided the cardholder does not exceed the amount of available funds in the debit account at that time.
10. Transfers Between Accounts. There are no transfers permitted between FIU One Card Debit Accounts.
11. Lost or Stolen Cards. During normal business hours, lost or stolen FIU One Cards should be immediately reported, in person, to the FIU One Card Office. FIU One Cards may also be reported lost/stolen at any time at shop.fiu.edu/onecard. There is a replacement charge of \$15.00 if the original card is lost, stolen or mutilated.
12. Cardholder's Liability for Unauthorized Purchases. If a FIU One Card is lost or stolen, cardholder is responsible for all unauthorized card purchases made to the FIU One Card Debit Account. Once the card is reported as lost or stolen, reported lost/stolen FIU One Card accounts will be placed on "hold" until a replacement card is issued.
13. Error Resolution Procedures. Cardholders may dispute transactions that appear on their FIU One Card Debit Account either because of a billing error, because they do not recognize the transaction, or because they did not authorize the transaction. The Cardholder must submit the dispute in writing to the FIU One Card Office and it must be received within thirty (30) days of the date of the transaction. All Cardholder disputes regarding FIU One Card Debit Accounts must include: cardholder's name; FIU ID number; date of transaction; name of merchant; disputed dollar amount; an explanation of any good-faith attempt to resolve the issue with the merchant; any correspondence between them and the merchant, including all dates and or attempted dates of contact; and, any other information or documentation that may be relevant to the dispute. If a dispute is not submitted within thirty (30) days of the transaction, the transaction may not be disputed. FIU One Card Office will inform Cardholder, in writing, of the results of its investigation within ten (10) business days from the date of receipt of a dispute, and will promptly correct any errors.
14. Returns; Refunds; Withdrawals; Closing Account. Goods purchased using the FIU One Card Debit Account may be returned according to return policies at the location where the purchase was made; if such return is permitted, the cardholder's FIU One Card Debit Account will be credited for the appropriate amount. Student cardholders may withdraw funds or request a refund of their FIU One Card Debit Account balance upon graduation or official withdrawal from the University. Faculty/Staff and/or Affiliate cardholders may withdraw funds or request a refund of their FIU One Card Debit Account balance upon termination of their employment or affiliation with the University. These refunds/withdrawals will be processed free of charge. Students, Faculty/Staff and/or Affiliate cardholders who request to withdraw funds from their FIU One Card Debit Account balance for any other reason than those listed above will be charged a \$30.00 administrative fee. All approved withdrawals/refunds will be transmitted to the cardholder by the Office of Student Financials in accordance with their policies and procedures.
15. Rights of Florida International University. The FIU One Card and all associated records are the property of Florida International University. FIU One Card Office reserves the right to close a cardholder's FIU One Card Debit Account at any time, for any reason (including returned checks), and to refuse any request to establish a new debit account.
16. Effective Date of Agreement. These terms and conditions shall be in effect from the date the FIU One Card is issued to cardholder by the FIU One Card Office until the FIU One Card Debit Account is closed.
17. FIU One Card Office. All FIU One Cards will be administered by the FIU One Card Office, which is located on the Ground Floor of the Gold Garage/PG-1 (MMC) and WUC 143 (BBC).
18. Modification of Agreement. The terms and conditions of this agreement are subject to change without notice. In addition, Florida International University and/or the FIU One Card Office may terminate the FIU One Card Debit Account in whole or in part at any time.
19. Governing Law. The Cardholder agrees to abide by University rules, regulations, policies and procedures. These terms and conditions shall be governed in all respects by and construed in accordance with the laws of the State of Florida.